SOLICITATION/CONT	RACT/ORDER			VI G	IISITION N HEDULE	UMBER		P	AGE 1 OF 1	3
2. CONTRACT NO. W911RQ-07-V-0008-P000	3. AWARD/E	FECTIVE DATE 4.	ORDER NUMBER	?	5. S	SOLICITATION	NUMBER	6. SC	DLICITATION ISSUE [DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME				b. T	ELEPHONE I	NUMBER (No Co	ollect Calls) 8. Of	FFER DUE DATE/LOC	CALTIME
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRA 100 MAIN DRIVE BUILDING TEXARKANA TX 75507-5000		W911RQ	X UNI	ACQUISITION RESTRICTED FASIDE: SMALL BUSIN HUBZONE SM 8(A)	% F(ESS	DR BINESS	ΧI	NLESS VIS	RATED ORDER	IS .
TEL: FAX:			NAICS: :	336211 ANDARD: 500		1. [4. METHOD OF	SOLICITATION	RFP	
15. DELIVER TO RED RIVER ARMY DEPOT XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000	CODE	W45G18	DEBBI JON PHONE: 9 FAX: 903-3 DEBBI.JON	INISTERED BY NES 103-334-2513 334-2628/2541 NES@US.ARMY.I NA TX 75507-5000	ИIL	<u> </u>		CODE	W911RQ	
17a.CONTRACTOR/OFFERO	२	CODE 1JUW8	18a. PAY	MENT WILL B	E MADE	BY		CODE	CRCARD	
SECO PARTS & EQUIPMENT ROGER WOLFGRAM 3000 MIKE PADGETT HWY P O BOX 5438 AUGUSTA GA 30906 TEL. 706-798-7500/800-73	F/	ACILITY DDE		IN DRIVE KANA TX 758	507-500	0				
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM						
19. ITEM NO.		ULE OF SUPPLIES	S/ SERVICES		21. QL	JANTITY	22. UNIT	23. UNIT PRIC	E 24. AMOUN	π
		SEE SCHED	ULE							
25. ACCOUNTING AND APPR	ROPRIATION DATA						26. TOTAL A	WARD AMOUN	T (For Govt. Use 0	Only)
See Schedule									\$13,650.00)
27a. SOLICITATION INCO								DENDA ARE	\vdash	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE WRITTEN QUOTE OFFICE DATED 23-Apr-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH A SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDUL					H ARE					
30a. SIGNATURE OF OFFER	ROR/CONTRACTOR	<u> </u>	31a.t	UNITED STATES	OF AME	RICA (SIG	SNATURE OF CO	NTRACTING OFFIC	CER) 31c. DATE S	IGNED
				Jame	s Pati	ton 1	idwell		26-Apr-	2007
30b. NAME AND TITLE OF S	SIGNER	30c. DATE SIG	GNED 31b.	NAME OF CONT	RACTING	OFFICER	(TYPE O	R PRINT)		
(TYPE OR PRINT)			Jame	s P. Tidwell	/ Contr	racting Of	ficer			
			TEL:	903-334-398	9		EMAIL: jar	mes.patton.tid	well@us.army.mil	

SOLICITA	TATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) PAGE 2 C					AGE 2 OF 13						
19. ITEM NO.			20. SCHEDULE OF S	SUPPLIES/ SER	VICES	•	21. QUANTITY 22. UNIT 23. UNIT P					24. AMOUNT
19. ITEM NO.					VICES		21. QUANTI	TY 2	22. UNIT	23. UNIT F	RICE	24. AMOUNT
32a. QUANTITY IN		_	S BEEN ACCEPTED, AND CONF	ORMS TO THE C	CONTRAC	T, EXCEPT	AS NOTED:					
32b. SIGNATURE C		HORIZE) GOVERNMENT	32c. DATE			ESENTATIVE	O TITLE C)F AUTHO	RIZED GOVE	RNMEN	Г
32e. MAILING ADD	2e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
						32g. E-MAI	L OF AUTHORI	IZED GO	VERNMEN	T REPRESEI	ITATIVE	
33. SHIP NUMBER	FINAL	34. VOU	CHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	TE P	'ARTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT	NUMBE	R 39.	S/R VOUCHER NUMBER	40. PAID BY		l						
			CORRECT AND PROPER ERTIFYING OFFICER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
42b.			42b. RE	. RECEIVED AT (Location)								
					42c. DA	TE REC'D (YY/MM/DD)	42d. TO	TAL CONT	TAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 Each \$0.00 \$0.00

DOOR, VEHICULAR, FOR HMMWV,

TACOM P-N 12341782-2.

FOB: Origin

NSN: 2510012651141

MILSTRIP: W45G1871140971

PURCHASE REQUEST NUMBER: W45G1871140971

NET AMT \$0.00

ACRN AB \$0.00

CIN: W45G18711409710001

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 7 Each \$1,950.00 \$13,650.00

DOOR, VEHICULAR, FOR HMMWV,

TACOM P-N 12341782-2.

FOB: Origin

NSN: 2510012651141

MILSTRIP: A5QB1071140001

PURCHASE REQUEST NUMBER: A5QB1071140001

NET AMT \$13,650.00

ACRN AB \$13,650.00

CIN: A5QB10711400010001

CALL WILLIAM BURNETT, 903/334-4670, FOR CREDIT CARD INFORMATION. SEND COPY OF INVOICE TO MR. BURNETT:

WILLIAM BURNETT RED RIVER ARMY DEPOT CONTRACTING, BLDG. 431 TEXARKANA, TX 75507-5000 PH: 903/334-4670

FAX: 903/334-2265 OR 2520

E-MAIL: william.c.burnett@us.army.mil

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	11-MAY-2007	0	RED RIVER ARMY DEPOT XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 FOB: Origin	W45G18
0002	11-MAY-2007	7	(SAME AS PREVIOUS LOCATION) FOB: Origin	W45G18

ACCOUNTING AND APPROPRIATION DATA

AB: VISA (CALL FOR CREDIT CARD INFORMATION)

AMOUNT: \$13,650.00

CIN A5QB10711400010001: \$13,650.00 CIN W45G18711409710001: \$0.00

CLAUSES INCORPORATED BY REFERENCE

252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

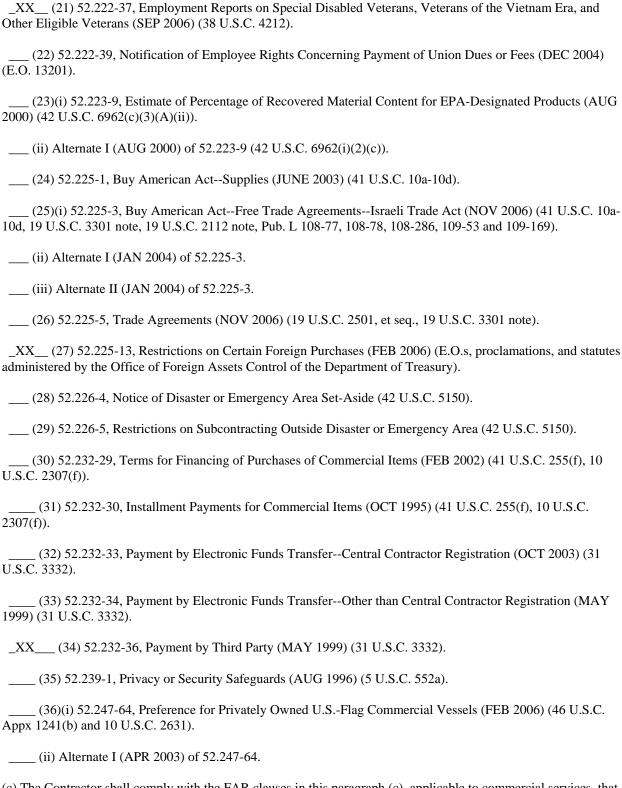
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions o	n Subcontractor Sale	es to the Government	(SEP 2006), with	Alternate I (OCT 1995)
(41 U.S.C. 253g and 10 U.S.C. 2	2402).			

(2) 52.219-3	Notice of HUBZone Small Business Set-Aside ((Jan 1999)	(15	U.S.C. 657a	ι).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Removed].
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000 (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
XX (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_XX (16) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
_XX (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_XX (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
_XX(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
_XX(20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).



(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- ____(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving

report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
(d) The certificate shall read as follows:
"I certify that on [insert date], the [insert Contractor's name] furnished the supplies or services called for by Contract No via [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."
Date of Execution:
Signature:
Title:
(End of clause)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.
(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by

the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

Red River Army Depot Texarkana, Texas

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- ____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ____ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) _XX__ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ____ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) ____ Alternate I (OCT 2006) of 252.225-7036. (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). (14) _____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). (17) 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). (18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (ii) Alternate I (MAR 2000) of 252.247-7023. (iii) ____ Alternate II (MAR 2000) of 252.247-7023. (iv) Alternate III (MAY 2002) of 252.247-7023. (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). (End of clause)